

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. PR-HQ-04-10343/0003	3. EFFECTIVE DATE 04/28/04	4. REQUISITION/PURCHASE REQ. NO. PR-HQ-04-10343	5. PROJECT NO. (If applicable)
6. ISSUED BY Environmental Protection Agency Bid and Proposal Room, Ariel Rios Building (3802R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460		7. ADMINISTERED BY (If other than item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(✓)	9A. AMENDMENT OF SOLICITATION NO. PR-HQ-04-10343
		✓	9B. DATED (SEE ITEM 11) 03/18/04
			10A. MODIFICATION OF CONTRACT/ORDER NO.
			10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**See Following Pages**

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Tanya A. Hoston	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 52.243

AMENDMENTS TO THE SOLICITATION

1. The Section B clause entitled "B.1 FIXED RATES FOR SERVICES (MAR 2004)" has been revised as annotated in bold. The text is as follows:

For evaluation purposes, the offeror shall propose the labor hours and equipment quantities uniformly throughout the potential 60 months (inclusive of the two twelve-month **earned Award Terms**). The government reserves the right to order the hours and equipment quantities on an as-needed basis.

The following fixed rates shall apply for payment purposes for the duration of the contract:

CLIN	RCMS#	Labor Classification	Base Years (1-3)			Award Terms (4&5)		
			5 Year Estimated Direct Labor Hours	Year 1 Fixed Hourly Rate	Year 2 Fixed Hourly Rate	Year 3 Fixed Hourly Rate	Year 4 Fixed Hourly Rate	Year 5 Fixed Hourly Rate
0001AA	1-05-01	Response Manager Straight Time	5,000	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0001AB	1-05-01	Response Manager Overtime	500	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0002AA	1-10-01	Foreman Straight Time	7,000	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0002AB	1-10-01	Foreman Overtime	1,000	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0003AA	2-05-01	Equipment Operator Straight time	5,000	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0003AB	2-05-01	Equipment Operator Overtime	1,500	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0004AA	2-10-01	Field Clerk/Typist Straight time	8,000	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0004AB	2-10-01	Field Clerk/Typist Overtime	2,500	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0005AA	2-03-01	Cleanup Technician Straight time	25,000	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0005AB	2-03-01	Cleanup Technician Overtime	2,000	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0006AA	2-20-01	Truck Driver Straight time	200	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0006AB	2-20-01	Truck Driver Overtime	100	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0007AA	3-07-01	Chemical Technician Straight time	1,500	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

0007AB	3-07-01	Chemical Technician Overtime	300	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0008AA	4-05-01	Chemist/Organic Straight time	750	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0008AB	4-05-01	Chemist/Organic Overtime	150	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0009AA	4-10-01	Engineer/Chemical Straight Time	75	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0009AB	4-10-01	Engineer/Chemical Overtime	75	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0010AA	4-15-01	Engineer/Civil Straight Time	500	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0010AB	4-15-01	Engineer/Civil Overtime	20	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0011AA	4-30-01	Industrial Hygenist Straight Time	2,000	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0011AB	4-30-01	Industrial Hygenist Overtime	200	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0012AA	4-15-01	T&D Coordinator Straight Time	2,500	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0012AB	4-15-01	T&D Coordinator Overtime	100	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Equipment CLIN	RCMS#	Equipment Description	Base Years (1-3)			Award Terms (4&5)		
			5 Year Estimated Usage in Days	Year 1 Fixed Daily Rate	Year 2 Fixed Daily Rate	Year 3 Fixed Daily Rate	Year 4 Fixed Daily Rate	Year 5 Fixed Daily Rate
0013	1-09-10	Car-Passenger	3,465	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0014	1-36-10	Truck-Pickup 2 Wheel Drive	1,323	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0015	1-36-20	Truck-Pickup 4 Wheel Drive	95	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0016	1-45-20	Truck-SUV 4 Wheel Drive	50	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0017	1-54-30	Van-Passenger	50	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0018	2-10-10	Trailer-Cargo-8Ft	40	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0019	2-55-10	Trailer-Office- 10Ft X 36Ft (Fully Equipped)	750	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

0020	2-55-25	Trailer-Office- 10Ft X 40Ft (Fully Equipped)	750	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0021	2-55-30	Trailer-Office- 10Ft X 50Ft (Fully Equipped)	700	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0022	2-60-10	Storage Van (Office/Crew Type Trailer) 8Ft X 32Ft	500	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0023	2-60-20	Storage Container Ground Level 8Ft X 20Ft	100	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0024	2-60-40	Storage Container Ground Level 8Ft X 20Ft	100	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0025	3-01-10	Backhoe-Loader	100	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0026	3-10-25	Dozer-Medium	100	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0027	3-10-50	Dozer-Large	200	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0028	3-20-25	Truck-Articulating- Dump	100	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0029	3-30-25	Excavator w/Bucket-Small	60	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0031	3-30-35	Excavator w/Bucket-Medium	75	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0032	3-35-10	Forklift-Rough Terrain	60	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0033	3-35-40	Forklift-Solid Rubber Tire	200	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0034	3-60-30	Loader w/Bucket- Rubber Tire-Small	75	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0035	3-60-40	Loader w/Bucket- Rubber Tire- Medium	100	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0036	3-95-10	Unloader-w/Bucket	75	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0037	3-99-10	Compressor/Air- 185 CFM	100	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0038	4-01-05	Safety-Monitor- Sulfide	50	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0039	4-01-10	Safety-Monitor- Explosion/Oxygen	50	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0040	4-01-20	Safety-Monitor-Hnu (PID)	100	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

0041	4-01-25	Safety-Monitor-OVA (PID)	50	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0042	5-01-30	Safety Monitor-Cyanide	35	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0043	6-15-10	Radio-Handheld	1,800	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0044	7-25-20	Computer-Portable-PC	2,000	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0045	7-25-30	Computer-Printer	2,000	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0046	7-25-40	Copier	2,000	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0047	7-25-50	Fax Machine	2,000	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0048	8-51-05	Generator-5Kw	300	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0049	8-51-10	Generator-10Kw	150	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0050	9-53-30	Water Laser-Medium Pressure (2500-5000psi)	35	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0051	10-18-20	Pump-Double Diaphragm-2 inch	25	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0052	10-18-30	Pump-Double Diaphragm-3 inch	25	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0053	10-25-10	Pump-Submersible-1.5 inch	30	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0054	10-25-20	Pump-Submersible-2.0 inch	30	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0055	10-25-30	Pump-Trash-3 inch	25	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0056	0-00-01	Other Direct Costs	1 Lot	Not to exceed \$ _____ total for all 5 years.				
0057	0-00-02	Material Handling Costs	____ %	\$ _____ total for all 5 years.				

The rate, or rates, set forth above cover all expenses, including program management costs, report preparation, clerical support, salaries, profit and all indirect costs such as, overhead and general and administrative expenses.

The Contractor shall voucher for only the time of the personnel whose services are applied directly to the work called for in individual task orders and accepted by the Project Officer. If work under a task order crosses into another **year**, the Government shall reimburse the Contractor for labor and equipment provided under that task order at the rate in effect for the **year** in which the work is performed. If work under a task order extends past the last **year** of the contract, the last **year's** rates shall remain in effect for the duration of the task order.

Personnel time vouchered shall be only that time expended in a productive effort as specifically ordered by individual task orders. Time spent in travel shall not be an allowable direct charge to this contract at any time including mobilization and demobilization to and from the site. Therefore, the contractor shall not bill the government at the fixed rates shown above for time spent in travel. Travel expenses (i.e., transportation costs, per diem, etc.,) are allowable in accordance with clause B.4(C).

The contractor shall maintain time and labor distribution records for all employees who work under the contract. These records must document time worked and work performed by each individual on all task orders.

2. The Section B clause entitled "B.4 FIXED RATES FOR LABOR AND EQUIPMENT, AND OTHER DIRECT COSTS" has been revised as annotated in bold. The text is as follows:

A. LABOR

(1) The fixed rates for labor and equipment specified in clause B.1 are inclusive of all expenses including, **program management costs**, report preparation, clerical support, salaries, overhead, general and administrative expenses and profit. The "Fixed Hourly Rates" shall be charged for the first 40 hours worked by an employee during any 7-day calendar week.

Overtime rates shall apply for work in excess of 40 hours per any 7 day calendar week except for exempt (salaried) employees. Notwithstanding clause G.4, PAYMENTS--FIXED-RATE SERVICES CONTRACT (EPAAR 1552.232-73) (OCT 2000); all overtime work must be approved in advance by the Contracting Officer or the On-Scene coordinator.

(2) Labor costs shall be computed by multiplying the appropriate hourly rate by the number of direct labor hours performed.

(3) When an individual employee's normally assigned category of labor is different than the function he is performing during any period of work at a specific site, the rate charged for that employee shall be based on the function that the employee is performing, (i.e., a Chemist who is performing the duties of a Cleanup Technician shall be charged at the fixed rate for a Cleanup Technician during the period of time he or she is performing these duties). The employee must meet the qualifications set forth under this contract for the labor category being performed.

(4) In the event that on-going work on-site is interrupted at any time due to inclement weather, unsafe conditions, or some other conditions beyond either the control of the contractor or the control of the Government, EPA will not reimburse the contractor for any labor costs during such interruptions; that is, EPA will not reimburse the contractor in excess of those hours actually worked on the site.

(5) Time in travel is not an allowable direct charge at any time to this contract including mobilization and demobilization to and from the site.

B. HOLIDAY TIME

The Government recognizes the following listed holidays only:

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans Day
Good Friday	Thanksgiving day
Memorial Day	Christmas Day
Independence Day	

Notwithstanding the provisions of clause G.4, PAYMENTS--FIXED-RATES SERVICES CONTRACT, all holiday work must be approved in advance by the Contracting Officer or the OSC. The contractor may invoice the Government at the straight time rate if he pays his employees on a straight time basis for work conducted on any of the holidays listed above. If the contractor pays his employees overtime, he may invoice the Government at the overtime rates.

C. TRAVEL

(1) Allowable travel expenses shall be determined in accordance with Federal Acquisition Regulation sub part 31.205-46, TRAVEL COSTS. Travel expenses include costs for transportation, lodging, meals, and incidental expenses incurred by contractor personnel in the performance of this contract. Travel expenses may be allowable for each employee required on-site if the work site is in excess of a fifty (50) mile radius from the individual's place of employment or residence and time-in-travel status exceeds 10 hours per day. In the performance of necessary travel allocable to a particular delivery order, the Contractor shall use the least expensive means available to the extent consistent with the emergency nature of the required response times of each removal action.

(2) To the maximum extent practicable consistent with travel requirements, the contractor agrees to use the reduced air transportation and hotel/motel rates and services provided through available Government discount air fares and lodging rates for bonafide employees travel that are otherwise reimbursable as a direct cost pursuant to this contract and when use of such rates results in the lowest overall cost. The contractor shall submit requests, including pertinent information, for specific authorization to use these rates to the Contracting Officer.

Nothing in this clause shall authorize transportation, lodging or accommodations, or related services which are not otherwise reimbursable under this contract. Nothing in this clause requires vendors to make available to the contractor city-pair contract fares, other Government discount air fares, or special hotel/motel rates.

D. EQUIPMENT

Equipment rates constitute rental charges to the Government for use of items of equipment and include all shipping and transportation charges to and from the site. The fixed daily rates listed in clause B.1 are allowable charges

for each calendar day or part thereof, that a piece of equipment is assigned to the contract and at the site. Such rates include all costs associated with the equipment including transporting the equipment to and from the site but exclusive of operators and fuel, unless otherwise specified. All equipment must be provided in good working order. Routine maintenance and any repairs necessitated by equipment breakdown or failure shall be accomplished in a timely manner and at the contractor's expense. Thus, no charges shall be made to the Government for repairs, maintenance or labor costs/hours performed on- or off-site.

The daily rate for equipment shall not be an allowable charge to the contract when the equipment is not available for use. Examples of "not available for use" are scheduled maintenance, breakdowns, repairs and time lost awaiting shipment for the convenience of the contractor. The contractor shall pro-rate the daily charge so that the Government is not charged for equipment downtime. For each hour that equipment is in downtime, the daily rate shall be reduced by 1/10th. All equipment usage must be pre-approved by the OSC. Once provided, the Contractor may elect to substitute identical equipment types for what is already on-site at no additional cost to the Government.

When the contractor elects to remove an item of equipment from the site during the period of the task order, such removal shall be permitted, subject to the consent of the OSC, provided that the equipment is returned to its location for use when required by the OSC. No charges shall be incurred by the Government while the equipment is off-site.

If after the OSC informs the contractor that equipment is no longer needed at the site and the contractor elects for his own convenience to store the equipment at the site, the equipment shall not be charged to the contract.

The contractor shall coordinate with the OSC to utilize equipment resources in the most cost effective manner. Due consideration shall be given to the known requirements of the removal action in order to reduce equipment idle-time.

Where items of equipment are shared at concurrent or consecutive removal actions between two or more sites on the same day, the contractor shall pro-rate the daily rate based upon the percentage of usage at the individual sites. For purposes of this clause, concurrent and subsequent removal action sites are defined as sites within a 100 mile radius of the original site.

E. OTHER DIRECT COSTS

(1) All other charges determined to be payable under a task order on this contract will be treated in accordance with the clause entitled PAYMENTS-FIXED-RATE SERVICES CONTRACT (EPAAR 1552.232-73) (OCT 2000).

(2) The contractor agrees that except for shipping costs to and from the site, the following items **WILL NOT** be allowable direct costs to the contract:

Cascade Systems
Additional SCBA Bottles
Additional SCBA Tanks
Full Face Respirators
Half Face Respirators

Hard Hats
Oil, Grease, etc. (necessary for operation of equipment)
Mileage Surcharge
Hand Tools (including non-sparking)
Drum/Barrel Punch (small for sampling)
Drum Barrel Punch (large for emptying drums or barrels)
Welding Stand
Sampling Tools (i.e. stainless steel pails, pans, and trowel) Portable Eye Wash
Cutting Torch
Chain Saw
Laundry Soap, Bath Soap, and Shampoo.
Maintenance Vehicle/Truck
Barrel Cart
Metal Detector
pH Meter
pH Paper
Trash Bags
Egress Systems
Ladders

Personal Protective Items as follows:

Coveralls
Chemical Resistant Steel Toe and Shank Boots
Long cotton underwear
Fully encapsulating chemical resistant suit
Escape mask
Face shield for hard hat
Nose cup
One or two-piece chemical splash suit
Outer gloves, chemical resistant

F. ADVANCED APPROVAL

All Task Order costs must be approved in advance by the OSC and costs must be incurred by the contractor as a precondition to Government payment.

3. The Section F clause entitled "F.8 OTHER DELIVERABLES" has been revised as annotated in bold. The text is as follows:

a. QUALITY ASSURANCE PROJECT PLAN FOR THE CONTRACT

Content Requirements: In conformance with Attachment No. 5, "Quality Assurance/Quality Control Guidance for Removal Activities" and Attachment No. 6, "EPA Requirements For Quality Assurance Project Plans."

Copy Distribution:

Project Officer, (1 copy)

Delivery Schedule:

Within fifteen (15) days following award of this contract.
Number of days Governments has for review/approve: Ninety (90) days.

b. SITE-SPECIFIC SAMPLING QA/QC PLANS

Content Requirements: In conformance with Attachment No. 5, "Quality Assurance/Quality Control Guidance for Removal Activities"

Copy Distribution:

OSC, (1 copy)

Delivery Schedule:

In accordance with the time stated in the task order.

c. PROPERTY ADMINISTRATION PROGRAM PLAN

Note: this plan is only required in the event that Government Furnished Property becomes necessary under this contract. The Contracting Officer will request a Property Administration Program Plan be provided by the contractor at that time.

Content Requirements: The plan shall detail the adequacy of the contractor's management to ensure that all Government property acquired under this contract will be properly maintained and accounted for. The plan shall include the following: property management (PA) program organization and responsibility; and PA procedures for addressing acquisition, receiving, identification, records, movement, storage, protection, loss or damage, utilization, maintenance, inventory, disposal, and contract closure.

Copy Distribution:

Property Administrator, (2 copies)

Delivery Schedule:

Within sixty (60) days of the Contracting Officer's written request.

d. RATE DISC

The contractor (includes prime and subcontractors) shall submit a rate disk for the period. This rate disk shall be for use with the RCMS cost tracking system in the field and shall include all fixed rates (both labor and equipment).

Copy Distribution:

Project Officer, (1 copy)

Delivery Schedule:

Within ten (10) days after award of a contract or **contract year**

e. SITE SAFETY PLAN

The Contractor shall provide the following plan at the request of the On-

Scene Coordinator, Project Officer, or Contracting Officer in the format specified by the Ordering Officer in the task order.

Content Requirements: Covers three major areas: (1) the site itself, including any geographic hazards which may exist, (2) the materials and/or chemicals involved, including nature of each (i.e., explosive), exposure, recommendation for level of safety equipment to be used at site as well as personal protection and (3) all emergency services available locally, such as fire department, ambulance and hospitals, with telephone numbers for each.

Copy Distribution:

OSC, (1 copy)

Delivery Schedule:

Report to be received prior to commencing cleanup action for a particular site.

4. The Section F clause entitled "F.10 EFFECTIVE PERIOD OF CONTRACT--TIME AND MATERIALS, LABOR HOUR, OR INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EP 52.212-155) (APR 1984)" has been revised as annotated in bold. The text is as follows:

The effective period of this contract is from **the effective date of the contract through the potential 60 months (inclusive of two twelve-month earned Award Terms)**. See the Section H Clause entitled "Award Term Incentive Guidance."

5. The Section H clause entitled "H.25 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)" has been revised as annotated in bold. The text is as follows:

(a) The Contractor shall assign to this contract the following key personnel:

**Program Manager
Response Managers**

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial ninety (90) calendar day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the

Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

6. The Section H clause entitled "H.50 AWARD TERM OPTION INCENTIVE GUIDANCE" has been revised to delete the reference to the word "option." See Paragraph 7.

7. The Section H clause entitled "H.50 AWARD TERM INCENTIVE GUIDANCE" has been revised as annotated in bold. The text is as follows:

As described below, the contract period of performance may be extended if the contractor earns a contract award term based on performance as evaluated by the Government in the Award Term Incentive Plan.

- 1) **Period of Performance:** The contract period of performance is from the effective date of the contract through the potential 60 months (inclusive of two twelve-month earned Award Terms). These additional award terms will be awarded by the government based on overall contractor performance as evaluated in accordance with the Award Term Incentive Plan. The **performance periods** are given as follows:

Base Period:	36 months - 3 years
Award Term I:	12 months - 1 year
Award Term II:	12 months - 1 year

- 2) **Award Term Incentive Plan:** The **Award Term Incentive Plan** provides for the evaluation of both technical and cost performance, and serves as the basis for any **Award Term** decisions. The **Award Term Incentive Plan** may be unilaterally revised by the government and re-issued to the Contractor at least sixty (60) days prior to the commencement of any **Award Term evaluation period**. Any changes to the **Award Term Incentive Plan** will be made in writing and incorporated into the contract through a unilateral modification citing this clause. The government will consult with the contractor prior to the issuance of a revised **Award Term Incentive Plan**, but is not required to obtain the contractor's consent to the revisions. An Award Term Determination Official (ATDO) shall be appointed by the government and is responsible for the overall award term evaluation and award term decisions. The ATDO will unilaterally decide whether or not the contractor has earned an award-term extension. For this contract, the ATDO will be the Chief of the Contracts Management Section.

- 3) **Government's right to Cancel the Award Term Incentive:** The Government has the unilateral right to cancel the **Award Term Incentive** in this contract if:
 1. the contractor has failed to earn an award term by the end of the second year of contract performance;
 2. if, after earning its first award term, the contractor fails to earn an award term in any succeeding year of contract performance;

3. the services are no longer needed.

Cancellation of an Award Term that has not yet commenced for any of the reasons set forth in this clause shall not be considered either a termination of convenience or a termination for default, and shall not entitle the contractor to any termination settlement or any other compensation. If the CO determines that either condition (1) or (2) above apply, and cancels the **award term incentive**, then the resulting unilateral modification will cite this clause as the authority.

- 4) **Award Term Incentive Administration:** The award term evaluation will be completed in accordance with the schedule given in the **Award Term Incentive Plan** in Section H. **Award term decisions that affect the period of performance will commence at the end of the base period and at the end of contract year four.**
5. **Award Term Incentive Decisions:** For evaluation purposes, at months 33 and 48, the contractor's rating must be a "Good" or above to be awarded an **award term**.
6. **Automatic Re-competition Decision:** The contract will be automatically re-competed at the conclusion of the second award term or **at the end of the third year of performance** if the contractor fails to earn an **award term**.
7. **Review Process:** The Contractor may request a review of an **award term** decision. The request shall be submitted in writing to the Contracting Officer within 15 days after notification of an award term decision. The Chief of the Contracts Management Section will conduct any **award term** decision reviews.
8. The Section H clause entitled "H.51 AWARD TERM OPTION INCENTIVE PLAN" has been revised to delete the reference to the word "option." See Paragraph 9.
9. The Section H clause entitled "H.51 AWARD TERM INCENTIVE PLAN" has been revised as annotated in bold. The text is as follows:
- I. INTRODUCTION: This plan covers the administration of the award term provisions of the ERRS contract.

OBJECTIVE OF THE AWARD TERM:

The award term incentive affords the contractor an opportunity to earn additional **award terms** commensurate with the achievement of consistently good performance in pursuit of contractual objectives and goals.

The decision to **extend the period of performance** under this contract is dependent upon government need, AND the contractor's performance over the prior **years of performance**. The Award Term decision is based upon an evaluation by program and contracting personnel regarding the contractor's performance. The purpose of the **Award Term incentive** is to motivate the

contractor to provide excellence in the performance of activities related both collectively and individually on all Task Orders issued under this contract.

The Award Term evaluation and decision, as determined by the Award Term Determination Official (ATDO), shall be based upon completed Task Orders which may be either time-and-materials and/or fixed-price. The Performance Evaluation Board (PEB) will make a recommendation to **extend the period of performance**. The PEB will consist of the following individuals: Chief of the Contracts Management Section, Project Officer, and the Contracting Officer. During the base period and **Award Term I**, the decision to **extend the period of performance** based upon an Award Term decision will be made not less than 2 months prior to the date of the next **Award Term**. The contract evaluation periods are as follows:

Contract Period of Performance		Contract Evaluation Period
Base	Months 1-36	For the first evaluation period, the award term evaluation will be arrived at by averaging all Task Order performance ratings. Award Term decision to be finalized not later than the end of Month 33 . Notification of intent to extend the period of performance to be issued by end of Month 34 (60 days in advance).
Award Term I	Months 37-48	Second Evaluation Period: Award Term decision to be finalized not later than the end of month 45. Notification of intent to extend the period of performance to be issued by end of Month 46 (60 days in advance).
Award Term II	Months 48-60	No Award Term Evaluations or decisions will be made during this Award Term . Standard annual and end-of-contract performance evaluations will be performed.

II. PERFORMANCE EVALUATION CATEGORIES, CRITERIA, AND RATING GUIDELINES

In order to evaluate the contractor's performance at the completion of all Task Orders, evaluation categories and a set of evaluation criteria have been developed. This section highlights these components of the plan by defining each performance evaluation category and describing rating guidelines for scoring work performed under each of the criteria.

Performance Evaluation Category:

The Government shall conduct an overall evaluation of the contractor's performance of Task Orders during each evaluation period as set forth in this clause/plan.

Rating Guidelines:

Rating guidelines for each of the performance evaluation criteria are provided in Exhibit 3. These guidelines are provided to establish a uniform system of evaluating performance for each of the evaluation criteria.

III. EVALUATION REQUIREMENTS

The applicable evaluation requirements are attached as indicated below:

Requirement	Exhibit
Adjectival Ratings	1
Evaluation Criteria for Task Orders	2
Rating Guidelines for Performance Evaluation Criteria	3

Exhibit 1

ADJECTIVAL RATINGS

Adjectival Ratings shall be broken down into the six (6) categories shown below. These ratings are similar to the NIH Past Performance rating system.

0=Unsatisfactory

1=Poor

2=Fair

3=Good

4=Excellent

5=Outstanding

N/A=Not Applicable

A decision to **extend the period of performance** under this contract will be made only upon the contractor achieving the appropriate award term rating during an evaluation period as set forth below. For each evaluation period, the overall rating will be a composite of the individual scores for the elements. The contractor is required to score an overall rating of "Good" or above. If the contractor achieves the above rating, the Government may unilaterally **extend the period of performance**.

Exhibit 2

EVALUATION CRITERIA

NOTE: These categories of evaluation criteria are **similar to those** used on the Past Performance Questionnaire used during the solicitation phase for the award of this contract.

1. QUALITY OF SERVICES DELIVERED:

a. The contractor's performance in complying with contract requirements, quality achieved, and overall technical expertise demonstrated.

(For example: on-time contractor arrival to site, establishment of call center, effective subcontracting, meeting permit requirements, accomplishment

of transportation and disposal of wastes)

b. Extent to which the contractor's reports and documentation were accurate, complete and submitted in a timely manner? (For example: accurate, complete, and on-time project work plans and daily cost accounting reports, site safety and quality assurance plans)

c. The contractor's key personnel (technical expertise, management capabilities)

d. The contractor's key personnel response to technical direction by government

2. EFFECTIVENESS OF MANAGEMENT:

Extent to which the contractor was able to solve contract performance problems, including subcontractor performance problems, without extensive guidance from government.

3. INITIATIVE IN MEETING CONTRACT REQUIREMENTS:

Extent to which the contractor displayed initiative in meeting requirements

4. TIMELINESS OF PERFORMANCE:

Extent to which the contractor met project schedules

5. COST CONTROL:

a. Extent to which the contractor displayed initiative in controlling overall Task Order costs

b. Extent to which the contractor was able to track costs and provide accurate, complete and timely tracking reports? (For example: accurate, on-time daily cost accounting reports)

c. Extent to which the contractor's billings current, accurate and complete? (For example: accurate, on-time daily cost accounting reports)

6. BUSINESS PRACTICES:

Extent to which the contractor coordinated and cooperated with the government

7. CUSTOMER SATISFACTION:

Extent to which the OSC was satisfied with the overall performance of the contractor

Exhibit 3

Rating Guidelines For Performance Evaluation Criteria

On the Task Order Evaluation, each OSC will assign each category listed in Exhibit 2 one of the following ratings:

0 = Unsatisfactory

1 = Poor

2 = Fair

3 = Good

4 = Excellent

5 = Outstanding

N/A = Not Applicable

The following criteria will be used as guidance in making these evaluation.

A. UNSATISFACTORY

QUALITY OF SERVICES DELIVERED: Non-conformance is jeopardizing the achievement of contract requirements despite major Agency involvements

EFFECTIVENESS OF MANAGEMENT: Uneffective management and inability to solve contract performance problems is jeopardizing the achievement of contract requirements despite major Agency involvement

INITIATIVE IN MEETING CONTRACT REQUIREMENTS: The contractor's complete lack in displaying initiative in meeting requirements is jeopardizing the achievement of contract requirements despite major Agency involvement

TIMELINESS OF PERFORMANCE: Delays are jeopardizing performance of contract requirements despite major Agency involvement

COST CONTROL: Inability to manage cost issues is jeopardizing performance of contract requirements despite major Agency involvement

BUSINESS PRACTICES: Response to inquiries, technical/service/administrative issues is not effective

CUSTOMER SATISFACTION: Overall performance of the contractor jeopardized the achievement of contract requirements despite major Agency involvement

B. POOR

QUALITY OF SERVICES DELIVERED: Overall compliance requires major Agency involvement to ensure achievement of contract requirements

EFFECTIVENESS OF MANAGEMENT: Effective management and ability to solve contract performance problems requires major Agency involvement to ensure achievement of contract requirements

INITIATIVE IN MEETING CONTRACT REQUIREMENTS: The contractor's display of initiative in meeting requirements requires major Agency involvement

TIMELINESS OF PERFORMANCE: Delays require major Agency involvement to ensure achievement of contract requirements

COST CONTROL: Ability to manage cost issues requires major Agency involvement to ensure achievement of contract requirements

BUSINESS PRACTICES: Response to inquires, technical/service/administrative issues is marginally effective

CUSTOMER SATISFACTION: Overall performance of the contractor required major Agency involvement to ensure achievement of contract requirements

C. FAIR

QUALITY OF SERVICES DELIVERED: Overall compliance required minor Agency involvement to ensure achievement of contract requirements

EFFECTIVENESS OF MANAGEMENT: Effective management and ability to solve contract performance problems requires minor Agency involvement to ensure achievement of contract requirements

INITIATIVE IN MEETING CONTRACT REQUIREMENTS: The contractor's display of initiative in meeting requirements requires minor Agency involvement

TIMELINESS OF PERFORMANCE: Delays require minor Agency involvement to ensure achievement of contract requirements

COST CONTROL: Ability to manage cost issues requires minor Agency involvement to ensure achievement of contract requirements

BUSINESS PRACTICES: Response to inquiries, technical/service/administrative issue is somewhat effective

CUSTOMER SATISFACTION: Overall performance requires minor Agency involvement to ensure achievement of contract requirements

D. GOOD

QUALITY OF SERVICES DELIVERED: Overall compliance requires no Agency involvement to ensure achievement of contract requirements

EFFECTIVENESS OF MANAGEMENT: Effective management and ability to solve contract performance problems requires no Agency involvement to ensure achievement of contract requirements

INITIATIVE IN MEETING CONTRACT REQUIREMENTS: The contractor's display of initiative in meeting requirements requires no Agency involvement

TIMELINESS OF PERFORMANCE: Delays require no Agency involvement to ensure achievement of contract requirements

COST CONTROL: Management of cost issues requires no Agency involvement to ensure achievement of contract requirements

BUSINESS PRACTICES: Response to inquires, technical/service/administrative

issues is usually effective

CUSTOMER SATISFACTION: Overall performance requires no Agency involvement to ensure achievement of contract requirements

E. EXCELLENT

QUALITY OF SERVICES DELIVERED: There are no quality problems and quality slightly exceeded the contract requirements

EFFECTIVENESS OF MANAGEMENT: The contractor's ability to effectively manage the contract and ability to solve contract performance problems slightly exceeds contract requirements

INITIATIVE IN MEETING CONTRACT REQUIREMENTS: The contractor's display of initiative in meeting requirements slightly exceeds contract requirements

TIMELINESS OF PERFORMANCE: There are no unexcused delays and performance slightly exceeds contract requirements

COST CONTROL: There are no unresolved cost management issues and performance in this area slightly exceeded contract requirements

BUSINESS PRACTICES: Response to inquiries, technical/service/administrative issues is effective and performance in this area slightly exceeded contract requirements

CUSTOMER SATISFACTION: Overall performance slightly exceeded contract requirements

F. OUTSTANDING (all categories)

The contractor has demonstrated an outstanding performance level in any of the categories that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances when contractor performance clearly and greatly exceeds the performance levels required by the contract.

10. The Section L clause entitled "L.9 INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND COST OR PRICING PROPOSALS (EPAAR 1552.215-73) (AUG 1993) DEVIATION" has been revised as annotated in bold. (See Page 26 of this amendment.) The text is as follows:

As stated in FAR clause 52.215-1(f)(4), "The Government intends to evaluate proposals and award a contract without discussions with offerors(except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

(a) Technical proposal instructions.

(1) Submit your technical proposal as a separate part of the total proposal package. Omit all cost or pricing details from the technical

proposal.

(2) Special technical proposal instructions:

The offeror shall include a table of contents and a brief executive summary describing the highlights of the proposal. Technical proposals must be submitted in an original and five (5) copies. Offerors shall submit their proposals in a format which follows the topics identified in the Technical Evaluation Criteria (see clause M.2 "Evaluation Factors for Award"). Offerors are strongly encouraged to prepare their proposals as succinctly as possible. Offerors should include in their proposals the information necessary to evaluate the proposals based on the evaluation factors set forth in Section M. Although there will not be a page limitation on the technical proposal, offerors are advised that the quality of the information provided is more important than the quantity. Elaborate brochures or other presentations beyond that which is sufficient to present a complete and effective proposal are neither necessary nor desired. Clarity, brevity, and logical organization shall be emphasized during proposal preparation.

The proposal should be prepared on standard 8.5" x 11" paper, single spaced, with foldouts as required. If foldout pages are used, they must not exceed 11" x 17". "Two-sided" printing is required. Pages must be numbered consecutively. Type size shall not be less than 12 CPI or 12 point and shall not be printed reduced in size.

A. MANAGEMENT

1. MANAGEMENT APPROACH (5 Points)

Offerors shall address their proposed project organization and procedures for retaining, maintaining, managing and supporting the personnel and equipment listed in Section B. The offeror shall show how these items will be made available (including the mobilization point(s) of response crews and equipment) at any location in the Puerto Rico and the U.S. Virgin Islands within the response time limits specified elsewhere in this Request for Proposal (RFP). Offerors should cite recent, relevant corporate experience to demonstrate their ability to provide the response cleanup services, on-site, within the response time limits.

Offerors shall describe their management structure for managing all work and coordinating all activities with the EPA.

Offeror shall describe their approach for identifying and conducting training for in-house and subcontractor personnel.

The offeror shall present a corporate health and safety program for protecting all employees working on this contract and its approach for implementing the program. The offeror shall demonstrate how the program will affect the number of personnel on scene, given OSHA requirements for initial entry and for temperature extremes.

Offerors shall describe their method for ensuring that all storage, transportation, treatment and disposal of hazardous waste are accomplished in

a manner that meets all applicable federal, state, and local safety and environmental laws and regulations.

2. COST CONTROL (5 Points)

Offerors shall describe how their financial information system is capable of tracking, reporting and invoicing all expenditures of labor, equipment and materials by site.

Offerors shall describe the cost control procedures they propose to use during removal activities, including the preparation of EPA Form 1900-55, Contractor Daily Cost Report, as described in clause F.3, and purchasing of materials. The offeror shall also describe procedures for identifying, reviewing and reconciling all cost variances between its cost accounting and invoicing system and the EPA Form 1900-55. Offerors shall present their proposed method for estimating costs during work plan development.

The offeror shall cite recent, direct corporate experience in managing the financial aspects of efforts similar to the SOW, including examples of cost control techniques utilized in these efforts.

3. SUBCONTRACT MANAGEMENT (5 Points)

The offeror shall identify any and all subcontractors proposed as part of the cleanup services and delineate their roles and responsibilities. The offeror shall demonstrate how these subcontractors will be effectively incorporated into the overall project organization.

The offeror shall demonstrate it's competence to perform subcontractor management including, how subcontractors will be located, competed, selected and managed throughout the life of the subcontract. Offerors shall demonstrate their working arrangement (e.g., letters of credit, basic ordering agreements, etc.) with providers of cleanup equipment, materials, and services including security, drilling, fencing, testing, transportation and disposal.

4. EQUIPMENT (5 Points)

Offerors must demonstrate that they can provide sufficient quantities of all the response equipment and materials listed in Section B to perform cleanup services for, at a minimum, three (3) concurrent removal actions in Puerto Rico and the U.S. Virgin Islands.

Offerors shall demonstrate how they will comply with state and local transportation permits and labeling regulations required for transporting response vehicles and equipment (e.g., height and weight restrictions, reagent labeling and any other requirements).

5. REGULATORY COMPLIANCE (5 Points)

Offerors will demonstrate their understanding of the "Applicable or Relevant and Appropriate Requirements" (ARAR's) that must be addressed during removals

under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended by the Superfund Amendments and Re-authorization Act (SARA). The discussion should include technical and procedural requirements and contracting and subcontracting requirements. In addition, the discussion should include the land disposal restrictions under the Resource Conservation and Recovery Act (RCRA), as amended, and the CERCLA Off-Site Disposal Policy.

6. QUALITY ASSURANCE (5 Points)

Offerors will demonstrate how proposed Quality Assurance procedures will ensure that all monitoring data obtained under this contract will be of known quality.

The offeror shall submit a detailed outline of a Quality Assurance (QA) program plan which fully describes the commitment of their management for ensuring that all environmental monitoring data obtained under this contract will be of known quality. The offeror shall indicate the expected time requirements from submission of samples to return of analysis reports ("turnaround time").

Offerors submission of sample QA project plans for SAMPLE WORK PLANS 1 and 2, listed in Section D below, shall include a discussion of the following:

QA program organization and responsibility, sampling procedures (references), sampling preservation procedures, sample custody, calibration procedures, analytical procedures, internal quality control checks, frequency documentation, and other factors that may affect the known quality of environmental data.

B. PAST PERFORMANCE INFORMATION (25 Points)

(1) Offerors shall submit past performance information in accordance with Section L Provision entitled "Past Performance Information (EPAAR 1552.215-75) (OCT 2000)."

C. PERSONNEL RESOURCES

1. PROGRAM MANAGER (KEY PERSONNEL) (10 Points)

The offeror shall present a description of the persons proposed to fill the position of Program Manager. The description shall contain a resume describing his or her education, background, recent technical and management experience, accomplishments and references that meet the requirements of the position as set forth in Attachment 4 of the RFP.

2. RESPONSE MANAGERS (KEY PERSONNEL) (10 Points)

Offerors must demonstrate that they will have sufficient qualified Response Managers to provide cleanup services for, at a minimum, three (3) concurrent removal actions.

Offerors shall provide a resume for each person describing how they meet the requirements of the position as set forth in Attachment 4 of the RFP. Resumes shall describe on-site experience including time frame, name of employer, accomplishments and references. Resumes shall also describe the individual's pertinent on-scene technical experience in managing and supervising cleanup personnel, equipment and material during responses to oil and hazardous substance releases.

Offerors shall clearly demonstrate that the proposed Response Managers would be available to work on this contract if the offeror is selected for award. Offerors must provide the following information in a "labor availability matrix" - Response Manager category, employee name, employee's current employer (if not currently employed by the offeror), specific months of the year when this person is available, specific percentage when the employee is available to work on the proposed contract, hours in an employee year, current location of each individual as well as any proposed duty-station, years of experience in hazardous substance response and the percentage of hazardous substance response experience actually spent on site.

3. AVAILABILITY OF RESPONSE PERSONNEL (5 Points)

Offerors shall furnish their staffing and recruiting plan for providing sufficient qualified personnel for this contract, including their past recruiting experience. Show how you will maintain the technical expertise of personnel assigned to the contract. Discuss how your staffing plan accommodates normal fluctuating workloads in order to maintain an experienced work force during periods of work build-up and decline.

D. SAMPLE WORK PLANS (10 Points Each - 20 Points Total)

The Offeror shall prepare sample work plans for the two removal scenarios that follow. Note: no discussions with offerors will be conducted regarding this criteria. Each sample work plan shall describe:

- (1) Your approach to both short and long term responses, including a description of the technical methods, management approach, and analytical needs;
- (2) Your labor, equipment, and materials and amounts of each required to implement your approach;
- (3) Your site safety plan, including decontamination procedures and emergency procedures;
- (4) Your stabilization, treatment and/or disposal approach and implementation procedures;
- (5) Your subcontracting needs and procedures to solicit and award subcontracts;
- (6) Your cost control procedures;

- (7) Your immediate and ongoing methods of communicating with the On-Scene Coordinator about the approach and progress;
- (8) Any assumptions or inferences you've made;
- (9) Your pertinent experience, briefly.

REMOVAL SCENARIOS:

Scenario #1:

In the early morning hours, a fire broke out at a pesticide warehouse situated in Estate Carlton on St. Croix, U.S. Virgin Islands. A large variety and quantity of agricultural products including pesticides, herbicides, fumigants, and fertilizers were stored in the building along with seed grains, propane cylinders, and miscellaneous farm machinery.

During firefighting operations, an estimated 50,000 thousand gallons of water was used; much of this contaminated water migrated off-site, passing over adjacent residential properties, into a farmer's pond, and eventually finding its way into the Caribbean Sea via drainage ditches.

Vegetation and large numbers of birds were killed in the path of the plume, and fish and invertebrates died in a local farmer's pond as well as downstream at the discharge into the Caribbean Sea. A trench was dug by the Department of Public Works to intercept contaminated runoff, however, this trench was constructed after the bulk of fire fighting water had left the site.

Several hours after the fire was discovered, local fire and police officials began evacuating the town of Fredericksted. Residents living closest to the fire site have not been permitted to return to their homes.

The warehouse was a metal-sided structure on a concrete pad situated on a hill overlooking Centerline Road. The pesticides were stored in a variety of metal, plastic, and fiber containers. The warehouse owner's residence is adjacent to the site and was undamaged by the fire. The inventory records for the warehouse were kept in this building and were, therefore, not destroyed in the fire. A large number of propane cylinders and two drums of ethylene dibromide (EDB) were also present; the contents of the latter were not released during the fire. An extremely hazardous pesticide, EDB was banned by the US Environmental Protection Agency in 1983. Other materials of concern on the site included four drums of hexaflumuron, 23 drums of malathion, 3 drums of permethrin, six drums of "Toxaphene" (a restricted use insecticide), 167 bags of ammonium nitrate fertilizer, 240 bags of pelletized lime, 64 one gallon bottles of the herbicide "Roundup", three drums of kerosene, and 27 cases (24 cans per case) of "Off" mosquito repellant. In addition, a 300 gallon tractor mounted spray application tank parked next to the warehouse had been full of the herbicide "Diuron".

The Department of Health (DOH) placed an immediate restriction on the use of residential cistern water supplies until testing can be conducted to confirm its safety. The DOH also coordinated a blood/urine sampling program for response crews and others potentially exposed to chemicals. The results of

this extensive testing showed no abnormalities. Milk was collected from local dairy herds for pesticide residue analysis and cattle in the immediate area were given blood tests and placed under veterinary observation as a precaution.

The warehouse owner is unable to fund a cleanup and the Department of Planning and Natural Resources (DPNR) requested EPA assistance with the cleanup and ultimate disposal of contaminated building debris and the remaining "chemical soup," as well as off site contamination.

Scenario #2:

An abandoned box trailer was discovered in Arecibo, Puerto Rico yesterday evening at around 5 p.m. on Route 638 underneath the Route 22 overpass. According to the Deputy Chief of the Arecibo Fire Department, the spill was first reported by a local resident who noticed a "pungent odor." The resident called the police department. Upon arrival at the site, the patrolman noticed a leak from a container labeled hazardous and subsequently called the fire department. The discovery warranted a response by local fire and hazardous materials teams who closed the street. Traffic was completely blocked in both directions while the spill was being cleaned and a crowd of onlookers gathered to watch the cleanup effort.

The truck driver was not present at the site and the trailer appeared to have been transporting chemicals to local businesses.

The trailer leaking chemicals is situated 1/4 mile from a Senior's Independent Living Facility, but no one was evacuated from the building. Several local residents and the patrolman who first responded to the incident were examined at the scene and did not appear to be injured, but were taken to an Arecibo Hospital as a precaution. Route 22 is a major roadway connecting Arecibo and San Juan. Traffic is being detoured on both Rt 22 and Rt 638.

The truck is carrying forty-two boxes each containing twelve one-liter cans of ether, twenty eight drums of methanol, five drums of salicylic acid and fourteen drums of acetonitrile. These materials are highly flammable. In addition, these chemicals are absorbed through the skin and respiratory system and can have long term effects when one is exposed to large quantities.

The chemicals are used in local laboratories and pharmaceutical companies. Officials have not yet identified the company or companies to which the shipment was bound.

Hazardous materials teams on the scene worked to contain the spill by placing three overpack drums with an absorbent substance underneath the leaking trailer to catch the material.

The investigation into the owner of the trailer by police officials identified a local trucker who is not permitted to haul hazardous materials. The truck driver, having stopped under the overpass to go to the bathroom, noticed the leak and panicked causing him to abandon the trailer.

The truck owner is unable to fund a cleanup and the Puerto Rico Environmental Quality Board (EQB) requested EPA assistance with the cleanup and ultimate disposal of the chemicals and contaminated soil.

(b) Cost or pricing proposal instructions:**FIXED LABOR RATES:**

Offerors shall list fixed hourly rates for all categories of labor and for all years listed in clause B.1. The fixed rate shall include all expenses including, program management costs, salary, facilities capital cost of money, if applicable, report preparation, clerical support, profit and all indirect costs such as overhead and general and administrative expenses. In addition, time in travel is not an allowable direct charge to this contract. Therefore, if your company's policy is to pay your employees their salary while they are traveling to and from the site, your fixed hourly rates should include a factor for time spent in travel.

Offerors must list a separate rate for straight time and overtime. If you intend to charge the same rate for any of the listed categories (i.e. straight time, overtime, etc.) that rate must be listed for each category. Offerors must propose a rate for each and every category of labor in order to be considered for award.

The following five categories of labor listed in clause B.1 correspond to the following DOL Wage Determination Occupation Codes and Titles:

Clause B.1

Heavy Equipment Operator
Cleanup Technician
Chemical Technician
Truck Driver
Field Clerk/Typist

DOL Wage Determinations

Heavy Equipment Operator #23440
Laborer #23470
Environmental Technician #29090
Truck Driver, Heavy Truck #31363
General Clerk IV #01118

The fixed rates for categories of labor covered by the Service Contract Act shall not be escalated for years 2 through 5. Fixed rates for all other categories of labor may be escalated.

FIXED EQUIPMENT RATES:

Offerors shall list fixed daily rates for all categories of equipment for all periods listed in clause B. 1. The offeror shall propose a daily equipment rate that will consist of all costs and profit related to the piece of equipment, including transportation of the equipment to and from the site. Offerors must propose a rate for each and every category of equipment in order to be considered for award. The fixed daily rate shall apply to all equipment whether owned or rented.

OTHER DIRECT COSTS:

Other Direct Costs (ODCs) include all other contract related charges beyond the fixed labor and equipment listed in clause B.1. Such efforts typically include, but are not limited to; subcontracting, materials, and travel and subsistence. See clause **L.16**.

MATERIAL HANDLING COST:

This is a Time and Materials (T&M) type contract. For the purposes of this contract, any material handling cost will apply to the Other Direct Costs (ODCs). If offerors normally apply a material handling cost (indirect cost) as described in FAR 16.601(b)(2), this material handling cost shall not include costs contained in the fixed rates for labor and equipment. This percentage should be included in your proposal in clause B.1. This material handling cost is subject to full review by the EPA and must conform to the cost principles in FAR Part 31. If proposed, the offeror shall provide an explanation and support of the rate as part of your price proposal.

GENERAL PRICING PROPOSAL INSTRUCTIONS:

Price proposals must be submitted in an original and two (2) copies.

The proposal should be prepared on standard 8.5" x 11" paper, single spaced, with foldouts as required. If foldout pages are used, they must not exceed 11" x 17". Offerors shall utilize "two-sided" printing to the greatest extent possible. Pages must be numbered consecutively.

In the event that there is a difference between the proposed unit price (fixed hourly labor rates and/or fixed daily equipment rates) and the extended total for any line item, the unit price will be held to be the intended price and the total will be adjusted accordingly.

Since the estimated quantities are spread over a five (5) year period, the following method shall be used by all offerors to determine the total price of their proposal. Multiply each period's proposed rate by 1/5th the estimated quantity for that line item. Total the five periods to arrive at a total for the line item. The total of line items 0001 through 0055 shall be added to the amount for Other Direct Costs (line item 0056) and any applicable material handling cost (line item 0057). This total will comprise the offeror's price for evaluation purposes.

1. Cost or pricing information.

(i) The contract schedule includes a "Fixed Rates for Services" clause B.1. Therefore, please provide in your price proposal a schedule duplicating the format in the clause and include your proposed fixed rates per labor and equipment categories for all the contract periods.

(ii) Submit current financial statements, including a Balance Sheet, Statement of Income (Loss), and Cash Flow for the last two completed fiscal years. Specify resources available to perform the contract without assistance from any outside source. If sufficient resources are not available, indicate in your proposal the amount required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.).

2. Direct Labor - Indicate which rates have been escalated for periods 2

through 5. If escalation is included, state the degree (Percent) and methodology. The methodology shall include the effective date of the base rates and the policy on salary reviews (e.g. anniversary date of employee or salary reviews for all employees on a specific date).

3. Indirect costs - material handling cost.

(i) If your rate has been recently approved, include a copy of the rate agreement.

(ii) Submit supporting documentation for rates which have not been approved or audited.

11. The Section L clause entitled "L.17 EVALUATION QUANTITIES--INDEFINITE DELIVERY CONTRACT (EP 52.216-205) (SEP 1984)" has been revised as annotated in bold. The text is as follows:

To evaluate offers for award purposes, the Government will evaluate the contractor's proposal as described in Provision M.2. The estimated direct labor hours represent the maximum that may be ordered under a resulting contract. This estimate is not a representation by the Government that the direct labor hours will be required or ordered.